

Amendment 255

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 255 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 28th day of June, 2013, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to reinstate the passback control for ORCA E-purse and multi-ride fares collected on Washington State Ferries (WSF) at thirty (30 minutes). This work is more fully described in RFI 691 VIX *Reinstate Passback for ORCA Card Usage at WSF* as approved by the Agencies on May 30, 2013.
- C. The Parties agree that the Work necessary to reinstate the E-purse and multi-ride passback control will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the work necessary to implement the reinstatement of a thirty (30) minute passback control for E-purse and multi-ride fares collected on WSF. With this change, WSF's passback control will be consistent with that of the other ORCA agencies and will be applied consistently for all fare products. The Contractor will:

- (a) Implement the following configuration changes to the Passback Time.
 - i. Passback Time = thirty (30) minutes
 - ii. Alternate Passback Time = thirty (30) minutes
- (b) Make the changes described in requirement 1.1 (a) sub i. and ii available for validation testing by the Agencies (WSF)
- (c) Release the changes

Section 2.0 Schedule

2.1 The Work described in Section 1.0 will be completed no later than October 1, 2013, providing WSF:

- (a) advises the Contractor to proceed with the Work a minimum of sixty (60) calendar days prior to the required implementation date; and.
- (b) confirms with the Contractor that it has coordinated the change addressed in the Amendment with all other relevant CD changes to be made by the Agencies by this same completion date.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION
SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 255

To perform the work necessary to reinstate the alternate passback control @ 30 minutes for WSF	
TOTAL	\$589

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two Hundred and Fifty-five shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Manager
Date: 6/26/13

The Agencies

By: [Signature]
Their: Operations Manager
On behalf of the Agencies
Date: June 28, 2013